## ROCKINGHAM COUNTY DEPARTMENT OF PUBLIC WORKS 20 EAST GAY STREET

## HARRISONBURG, VA 22802

TEL: (540)564-3020 FAX: (540)564-1433

CREDIT APPLICATION					
Name of Firm (Full Legal Name	)				
Address			elephone No		
City	State Zij	p Fa	x No		
Nature of Business		Da	ate Established		
Amount of Credit Requested _\$	per n	month_			
Applicant is a: (circle one)	Partnership	Corporation	Sole Proprietorship		
Have you ever filed for bankrup	tcy? (circle one)	Yes No			
The name, home address, home phoas follows:	one number, age, and So	cial Security numb	per of the owners/principal officers are		
Name	Age	e Soc.	Sec. #		
Home Address		Hon	ne Phone No		
Name	Age		Sec. #		
Home Address	Home Address		ne Phone No		
	BANK REF	<u>FERENCE</u>			
Bank	Business Checking Account No.		Branch Phone No.		
	CCOUNT RE	EFERENC	ES		
*Please list the four suppliers who c	currently grant the highe	est line of credit. Do	o not use sub-contractors as references.		
Name		Pho	ne No.		
Address		Fax	No		
Name		Pho	ne No.		
Address	_	Fax	No		
Name		Pho	ne No		
Address		Fax	No		
Name		Pho	ne No.		
Address		Fax	No.		

The undersigned hereby makes application for credit from ROCKINGHAM COUNTY. The undersigned agrees to the following terms of payment:

- 1. The monthly statements that are called "Solid Waste Disposal Bills" shall be due and payable within 20 days from the Billing Date.
- 2. The undersigned agrees to pay costs of collection, including a reasonable attorney's fee, and interest accruing at the rate of twelve (12%) per annum on all amounts past due.
- This document shall be considered to have been executed in Harrisonburg, Virginia and the undersigned shall agree that it be governed and construed in accordance with the laws of the Commonwealth of Virginia.
- 3. The undersigned agrees that all disputes shall be resolved in the Circuit Court of Rockingham County, Virginia or such other forum as Rockingham County shall elect.
- 4. The undersigned agrees that written notice shall be given to Rockingham County of any billing ticket or statement errors within fifteen (15) days of the date thereon.
- 5. The fact that this application contains a request for an estimate of monthly credit required shall not be deemed a limitation of liability by the undersigned or any guarantor.
- 6. The undersigned acknowledges and agrees that credit checks may not be limited to the references listed on this application.
- 7. If the applicant is a corporation, the person signing the application on behalf of the applicant warrants that he/she is authorized to do so. If the applicant is not a corporation at the time of the application, and subsequently incorporates his/her business, with or without the knowledge of Rockingham County, the applicant agrees to be jointly and severally liable to Rockingham County for any indebtedness incurred by or transferred to such corporation.
- 8. The undersigned agrees to provide Rockingham County with prior written notice of any change in the business structure (e.g. incorporation, change of ownership, etc.). Any such notice shall be mailed by certified or registered mail, return receipt requested, and shall be effective after the expiration of five (5) days after the date such notice is received by Rockingham County. Without such notice, the original principals to whom credit was extended shall remain liable under the terms of this credit application.

Signature _			Date	
	Authorized Agent	Title		
Signature _			Date	
_	Authorized Agent	Title		

## PERSONAL GUARANTEE

The undersigned Guarantor hereby unconditionally guarantees to Rockingham County, Virginia the full and prompt payment of any amounts due Rockingham County by the Applicant resulting from Applicant's use of the Rockingham County landfill. This is a guaranty of payment and not of collection, and the undersigned Guarantor waives any right to require that any action be brought against the Applicant. If the Applicant herein shall default in payment of any sums due Rockingham County hereunder when and as the same become due, the undersigned Guarantor, upon demand by Rockingham County, shall promptly and fully make such payment.

Signature	Date
Print	